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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

DIRECTV, INC., a California corporation,

Plaintiff,

vs.

ERIC AGNEW, et al.

Defendants.

Case No. CV-03-2199 MJJ

Hon. Martin J. Jenkins

**STIPULATION FOR VOLUNTARY
DISMISSAL OF DEFENDANT
ERIC AGNEW WITHOUT PREJUDICE
AND REQUEST TO RETAIN
JURISDICTION; ~~PROPOSED~~ ORDER
THEREON**

IT IS HEREBY STIPULATED by and between Plaintiff DIRECTV, Inc.
("DIRECTV") and Defendant ERIC AGNEW ("Defendant"), through their respective counsel of
record, that the above-captioned action be and hereby is dismissed without prejudice, pursuant to
Fed. R. Civ. P. 41(a)(1), as to Defendant. Each of said parties to bear its/his own costs and
attorneys' fees.

The terms of the Confidential Settlement Agreement dated August 10, 2005
("Agreement") entered into between the Defendant and DIRECTV require installment payments
from Defendant, the last of which is not due to be received until November 2005. If the
Defendant does not make the payments under the Agreement when due, DIRECTV is authorized
to seek the entry of a Judgment in this action against Defendant pursuant to a Stipulation for
Entry of Judgment ("Stipulation") executed by the parties concurrently with the Agreement. The

1 parties therefore have consented, and hereby further stipulate and consent to, the retention of
2 jurisdiction over them by this Court and to reference to a Magistrate Judge in this District for the
3 purpose of enforcing the payment terms of the Agreement, including entering a Judgment against
4 Defendant pursuant to the Stipulation. The parties therefore respectfully request that the Court
5 retain such jurisdiction.

6 DATED: August 31, 2005

Respectfully Submitted,

7 BUCHALTER, NEMER, FIELDS & YOUNGER
8 A Professional Corporation

9
10 By: _____ Brandon Q. Tran
11 Suzanne M. Burke
Attorneys for Plaintiff DIRECTV, Inc.

12 DATED: August 31, 2005

HANSON BRIDGETT MARCUS VLAHOS &
13 RUDY LLP

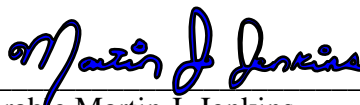
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15 By: _____ /s/ E. Charles Cordes
16 E. Charles Cordes
Attorneys for Defendant ERIC AGNEW

ORDER

HAVING READ AND CONSIDERED the forgoing Stipulation for Voluntary Dismissal of Defendant ERIC AGNEW ("Defendant") Without Prejudice and Request to Retain Jurisdiction, and such other pleadings, documents and records deemed appropriate by the Court, and good cause appearing therefore, IT IS HEREBY ORDERED:

- (1) Defendant is hereby dismissed from this action without prejudice;
- (2) Each of said parties to bear its/his own costs and attorneys' fees; and
- (3) The Court shall retain jurisdiction over Plaintiff DIRECTV, Inc. and Defendant to enforce the terms described above of the Settlement Agreement between those parties dated August 10, 2005 and hereby refers any further proceedings in this action to enforce such terms of the Settlement Agreement to a Magistrate Judge of this District.

Dated: 9/6/2005



Honorable Martin J. Jenkins
United States District Court
Northern District of California